

Agenda Item Form

Agenda Date: 08/31/04

Districts Affected: N/A

Dept. Head/Contact Information: Museum of Art, Becky Duval-Reese, (915) 532-1707

Type of Agenda Item:

- | | | |
|---|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contract</u> | | |

Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☒ Other Source: Restricted Funds

Legal:

☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

Mr. Munoz's work is vital to the on-going function of the art museum.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Salary & Benefits

Statutory or Citizen Concerns:

None anticipated

Departmental Concerns:

None anticipated

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **NICOLAS MUÑOZ**, to assist the Museum of Art as an Assistant Preparator at an hourly rate of \$10.85 for 40 hours per week. The term of the contract shall be for the period of September 1, 2004 through August 31, 2005.

APPROVED this 31th day of August 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **NICOLAS MUÑOZ**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Museum of Art, desires to employ the Employee as an Assistant Preparator; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the following services, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Museum of Art, in El Paso, Texas.

Duties involve all aspects of exhibition installation, matting, framing, packing, unpacking and care of the Museum's permanent and loan collections. Assist in the preparation of traveling exhibitions from the Museum's permanent collection.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about September 1, 2004 and be completed by August 31, 2005.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid an hourly rate of Ten and 85/100 Dollars (\$10.85). The employee shall work a minimum of forty (40) hours per week. Employee is classified as non-exempt and shall be eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week, Employee shall be paid overtime in accordance with the Fair Labor Standards Act.

The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be

eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, he shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be

performed is in the Museum of Art, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out his duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent

by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee

at the following addresses:

CITY: City of El Paso
Museum of Art
Attn: Director
2 Civic Center Plaza
El Paso, Texas 79901-1196

EMPLOYEE: Nicolas Muñoz

IN WITNESS WHEREOF the parties have executed this agreement at El Paso,
Texas this 31st day of August, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Nicolas Muñoz
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Becky Duval Reese, Director
Museum of Art

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____, Secretary
Date: 8/26/04

Nicholas Muñoz

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████████████████████
████████████████████

EXPERIENCE:

- 3/03-Present Assistant Preparator, El Paso Museum of Art, El Paso, TX.
Duties include crating and uncrating artwork; cataloging artwork; storage of artwork; installing and hanging traveling shows; local transportation of artwork to and from the museum; matting and framing works of art on paper for storage or for exhibition; label production; pedestal design and fabrication; lighting design and maintenance of lighting in all exhibition spaces; packaging artwork for shipping; maintenance of artwork in exhibition spaces; assisting preparator, assistant curators, and curator in the execution of their objectives
- 10/02-3/03 Operations, El Paso Museum of Art, El Paso, TX.
Duties included assisting with procedures to open and close museum on a daily basis; rotations in security both; monitoring security cameras; monitoring signing in of museum staff, visitors, and business related individuals through security entrance; maintaining log of equipment performance; receiving deliveries; set up for events within museum and at adjacent plaza; overall maintenance of the interior and exterior of museum; assist head of operations and all departments to execute their objectives
- 1/98-10/02 Store Manager, JR Frame Outlet, El Paso, TX
Duties included direct supervision of store staff; payroll and inventory control; accounts receivable; purchase ordering; safety coordination; interviewing and hiring; development of operational procedures; conducting employee evaluations; employee scheduling; all aspects of picture framing and assembly; sales; customer service; daily office management duties
- 8/97-1/98 Production Manager, JR Molding Co., El Paso, TX
Duties included developing product lines; developing departmental reports; inventory control; purchase ordering; materials design; all aspects of picture framing;
- 5/93-8/97 Store Associate, Artsource, El Paso, TX.
Duties included customizing customer orders; matting; framing; inventory control; purchase ordering; accounts receivable; sales; customer service; overseeing shop production of custom orders

EDUCATION:

- 8/88-12/94 University of Texas at El Paso, El Paso, TX. Bachelor of Fine Arts
Majored in Metals: coursework included intense study of tooling and construction of precious and non-precious metals; soldering; enameling; gem setting; patinas; anodizing; bronze/silver casting; cold connections
Minored in Sculpture: coursework included study of large scale construction of various materials; arc welding; bronze/aluminum casting; oxyacetylene welding; woodworking; cold connections

HONORS AND

- AWARDS: Dean's List; first recipient of the Arlene Smith-McKinnon Endowment for the Arts Award that purchased my sculpture The Hands That Rock The Cradle for UTEP; in 2001 my painting White Gridwa.s accepted by the El Paso Museum of Art into its permanent collection

ADDITIONAL: Bilingual-English/Spanish